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Title: Ironworkers Employers Association of Western Pennsylvania, Inc. and International Association of Bridges, Structural, & Ornamental Iron Workers (BSOIW), Reinforcing Iron Workers of Pittsburgh, Pennsylvania, Local 3 (2003)

K#: 8583

Employer Name: Ironworkers Employers Association of Western Pennsylvania, Inc.

Location: Pittsburgh, Pennsylvania

Union: International Association of Bridges, Structural, & Ornamental Iron Workers (BSOIW)

Local: 3, Reinforcing Iron Workers of Pittsburgh, Pennsylvania

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K 8583

1,400 workers



91
3/
94 pp

IRON WORKERS AGREEMENT

between

**IRON WORKERS
LOCAL UNION No. 3**

of the

**INTERNATIONAL ASSOCIATION OF
BRIDGE, STRUCTURAL, ORNAMENTAL
AND REINFORCING IRON WORKERS
OF PITTSBURGH, PENNSYLVANIA**

and the

**IRONWORKER
EMPLOYERS
ASSOCIATION
OF WESTERN PENNSYLVANIA, INC.**



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JUNE 1, 2003 — MAY 31, 2006

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ARTICLE I

Definitions

SECTION 1

Agreement

A. This Agreement is entered into this June 1, 2003 by and between the IRONWORKER EMPLOYERS ASSOCIATION OF WESTERN PENNSYLVANIA and LOCAL UNION No. 3 OF THE IRON WORKERS DISTRICT COUNCIL OF EASTERN OHIO, WESTERN PENNSYLVANIA AND NORTHERN WEST VIRGINIA of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers of Pittsburgh, Pennsylvania, who are hereby recognized each by the others as the bonafide collective bargaining agents for their respective members. As used in the Agreement, the term Iron Worker(s) shall include all employees performing work covered by this Agreement, including each of the classifications of employees listed in Article III, Section 1, Paragraph A of this Agreement.

B. This Agreement is negotiated by the Ironworker Employers Association acting as agent, only for Building Industry Members who are Bargaining Unit Members and other employers who have granted their bargaining rights to the Ironworker Employers Association of Western Pennsylvania, hereinafter referred to as Employer(s). For any breach of this Agreement, the liability of the Employer shall be several, not joint, and the liability of the Association shall be only that of negotiating agent acting without liability for the acts of its individual members. It is specifically agreed by the

Union that no grievance or lawsuits will be filed against the Ironworker Employers Association of Western Pennsylvania resulting from the alleged failure of any individual Employer to comply with the terms of this Agreement. However, nothing will prevent the Union from taking appropriate action, grievance, or lawsuit against the Employers Association if the Employers Association violates the Collective Bargaining Agreement, Federal, State or Local Law.

C. It is mutually understood and agreed that no liability shall arise on the part of the Union by reason of an unauthorized act by an Iron Worker or member of said Union, unless and until such unauthorized act is brought to the attention of the Union and they have been given a reasonable opportunity to correct said act or ratify same.

D. The Employer and the Union adopt as a principle of this Contract and hereto agree to comply with Title VII of the Civil Rights Act of 1964 and all other applicable Federal and State Laws pertaining to non-discriminatory practices in employment.

E. In conformance with the Immigration Reform and Control Act of 1986, all Iron Workers employed under this Contract must provide documentation that they are in compliance with the provisions of the Immigration Reform and Control Act.

SECTION 2

Special Conditions

A. This addendum would not cover any Industrial type work, Power Houses, or any work consid-

ered Davis-Bacon, or Prevailing Wage Pennsylvania Act 442 work as well as Maintenance of any of the above.

B. Whereas, the Union and Union Contractors want to retain, regain, and expand Union construction over Open-Shop contractors, we collectively agree to be party to the Market Recovery/Market Retention Program.

C. Monthly meetings will be held between Iron Workers Local Union No. 3 Business Agents and the Ironworker Employers Association to discuss and review new projects where Open-Shop bidders are present.

D. On any of these projects where Open-Shop bidders are present, special conditions on wages, hours and working conditions can be mutually agreed between the Business Agent and the Ironworker Employers Association prior to bidding and confirmed in writing.

E. The Ironworker Employers Association will have the sole responsibility to furnish these Special Conditions to all Union Contractors.

F. These Special Conditions would be binding for the duration of the project because of the costs incurred and short amount of time in bidding these projects, would not have to be brought back to the Iron Workers' body for ratification.

G. These Special Conditions would be added to this Agreement.

H. This Agreement will be in force for three (3) years until May 31, 2006.

SECTION 3

Scope of Agreement

A. This Agreement contains all of the provisions agreed upon by the Employers and the Union. Neither the Employers nor the Union will be bound by rules, regulations, or agreements not herein contained except interpretations or decisions of the Board of Arbitration, pursuant to the Arbitration Clause.

SECTION 4

Savings Clause

A. Should any part of any provisions herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, the remaining provisions of this Agreement shall, nevertheless, remain in full force and effect, unless the parts so held invalid are wholly inseparable from the remaining portions of this Agreement. The parties agree that if and when any provisions of this Agreement are so rendered or declared invalid they will then promptly enter into negotiations concerning the substance thereof.

SECTION 5

Duration and Termination

A. The Union shall, after receiving the approval of the General Executive Board, notify, in writing, their fair employers and contractors in their jurisdiction at least four (4) months in advance of any proposed new agreement and working rules.

B. The Agreement with any amendments thereof made as provided for therein, shall remain in full force and effect until Midnight, May 31, 2006, unless written notice to be given by either party to the other at least sixty (60) days prior to such date of a desire for change therein or to terminate the same, it shall continue in effect for an additional year thereafter. In the same manner, this Agreement with any amendments thereof shall remain in effect from year to year thereafter, subject to change or termination at the expiration of any such Contract Year upon notice in writing given by either party to the other at least sixty (60) days prior to the expiration of such Contract Year. Any such notice as hereinabove provided for in this Section, when specifying a desire to completely terminate the Agreement at the end of the current contract, shall have the effect of terminating this Agreement at such time. Any such notice as hereinafter provided for in this Section, when specifying a desire to amend or change certain Sections of this Agreement shall have the effect of terminating at the end of the current contract only those Sections desired to be amended or changed and all other Sections shall remain in full force and effect except for Article VIII, Section 1, Paragraph C which shall also terminate until such time as a new agreement is executed, thereby giving the parties the right to strike or lockout as they deem fit; provided, however, if one (1) party notifies the other party of its desire to amend or change certain Sections of this Agreement, the other party receiving such notice shall not be precluded from negotiating amendments or changes in Sections of the Agreement not specified in such notice.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date and year first above written, in the City of Pittsburgh, Commonwealth of Pennsylvania.

SECTION 6

Union Security

A. All employees who are members of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers on the effective date of this Agreement shall be required to remain members of the Association in good standing as a condition of employment during the term of this Agreement. All employees may be required to become and remain members of the Association in good standing as a condition of employment from and after the thirty-first (31st) day following the dates of their employment or the effective date of this Agreement, whichever is later.

SECTION 7

Protection of Union Principles

A. The removal of Journeymen Iron Workers and Apprentices from a job in order to render assistance to other Local Unions to protect legal union principles shall not constitute a violation of this Agreement, provided such removal is first approved by the General Executive Board and notice thereof is first given to the Employer involved.

ARTICLE II

Jurisdiction

SECTION 1

Craft Jurisdiction

A. It is agreed that the jurisdiction of work covered by this Agreement shall cover and include but is not limited to that provided for in the charter grant issued by the American Federation of Labor to the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers, it being understood that the claims are subject to trade agreements and final decisions of the AFL-CIO as settlement of jurisdictional disputes.

B. This Agreement shall cover and include all work performed by Iron Workers at any industrial, commercial, or construction site, plus all work ancillary thereto, irrespective of where performed, including but not limited to all work relating to the unloading, handling, assembly and pre-assembly, fabrication, refabrication, erection, and dismantling of structural, ornamental, reinforcing steel and metals and plastic, materials at the construction site or temporary facilities or yards associated therewith and it is understood and agreed this International Association claims for its members the fabrication, production, erection and construction of all iron, steel, ornamental lead, bronze, brass, copper, aluminum, all ferrous and non ferrous metals; precast, prestressed and poststressed concrete structures, agitators, air ducts, anchors, application of all sealants such as Thiokol, Neoprene and similar types

used to seal metal surfaces; aprons, aqueducts, awnings, bar joist, blast furnaces, bookstacks, boilers (sectional water tube and tubular), boxes, brackets, bridges, bucks, bulkheads, bunkers, the assembling and dismantling of all batch plants, cableways, caissons, canopies, caps, cast tiling, chutes, clips, cofferdams, concentrators, conveyors, coolers, coping, corbels, corrugated sheets when attached to steel frames; cranes (the erection, installation, handling, operating and maintenance on all forms of construction work), the erection, raising, lowering, dismantling of all climbing type cranes, crushes, cupolas, curtains, dams, decking (metal); roof decking (such as "Colfar" and similar type materials, as well as "Trusdeck," Mahon "M" deck and other dual purpose type roof deck), derricks, turning of derrick with all power hand tools, docks, domes, dredges, drums, duct and trench frames and plates, dumb waiter enclosures, dumpers, elevators, expanded metals, facias, false work, fans, fencing, fire escapes, firesafing, "in conjunction with wall systems", fins, flag poles, floor construction and flooring, flumes, frames, frames in support of boilers, fronts, fur rooms, gates, grating, grillage, and foundation work, grill work, guards, hangers, hanging ceilings, hoppers, hot rooms, inclines, iron doors, jail and cell work, joists (precast prestressed and poststressed), kalomeined doors, kilns, lintels, lockers, locks, louvres, machinery (moving, hoisting, and placing on foundations), making and installation of all articles made of wire and fibrous rope; marquees, material altered in the field, such as: framing, cutting, bending, drilling, burning and welding by acetylene gas and electric machines; metal curtain wall, including glass and glazing (including Terreal Clay Tile Wall Systems), metal floor decking, metal forms and

falsework pertaining to concrete construction, metal furniture, metal windows and enclosures, including glass and glazing, misers, monorails, multiplate, operating devices, ovens, pans, panels (insulated and non-insulated, factory and field assembled), pen stocks, pile drivers, plates, porcelain enameled panels, prefabricated metal buildings, pulverizers, rocks, railing (including pipe), railroad bridgework and maintenance reservoirs, rigging (including shipyards, navy yards, vessels, and government departments), roofs, rolling shutters, safe deposit boxes, safes, sash, scaffolding, seats, shafting sheet piling, shelving, shoring, sidewalk and vault lights, signs, skip hoists, skylights, including glass and glazing, smoke conveyors, spandrels (metal and precast concrete), spillways, stacks, stairways, stokers, storage rooms, stoves, subways, sun shades, tables, torqueing bolts, towers, tanks, tracks, tramways, travelers, traveling sheaves, trusses (steel, Howe and combination), tunnels, vats, vault doors, vaults, ventilators, vertical hydraulic elevators, vessels, viaducts, window wall, including glass and glazing, wire work; wrecking, and dismantling of all the above and all houses with work and submarine diving in connection with or about the same. The plumbing, aligning, and leveling of all materials and equipment through the use of optical instruments, Laser beams, etc. (this shall not preclude the use of supervisory or administrative personnel to direct these operations utilizing such instruments.)

The handling and erection of all fiber reinforced "composite" products such as fiberglass reinforcing bars for structural, architectural and dielectric non-conducting concrete; fiber reinforce plastics, polyesters, polymers, vinyl's, ceramics and similar materi-

als commonly referred to as "composites" used to produce stair stringers, treads and risers, platform and floor grating, handrails, structural framing, cables and all other products which traditionally had been made of iron, steel, aluminum, bronze, brass, copper, graphite, titanium and the other normal construction metals; to achieve corrosion free, dielectric, antimagnetic, non-conductive requirements as required by the owners and their designers to provide a calculated performance and function.

Iron Workers perform all work in connection with field fabrication and/or erection, installation, removal, wrecking and dismantling of structural, architectural and reinforcing iron and steel, ornamental lead, bronze, brass, copper and aluminum, and plastics or other materials when used in place thereof.

Additional craft jurisdiction as follows: All insulation in conjunction with metal panels, curtain wall and window wall, lead and steel shielding, standing seam roofs, modular prefabricated units such as those commonly used in prisons, hotels, housing, pulpits, service stations, etc., and any completed unit that takes the place of a building or structure, metal studding and light gauge metal framing, reinforcing and light gauge metal framing, reinforcing and structural material regardless of composition, moving or jumping devices, pneumatically or electrically powered, that replace manual operations historically performed by the Iron Worker, shall remain the work of the Iron Worker.

**C. MATERIAL, SORTING, DISTRIBUTING
AND STORABLE POINTS:**

The sorting, distributing, and handling of all materials coming under the jurisdictional claims of the Union in or about the job, or at storage points, shall be done by Iron Workers, in accordance with International regulations and official decisions.

**D. ALTERATION, REPAIR, MOVING, DISMANTLING
AND RE-ERECTION OF BUILDINGS, BRIDGES
AND OTHER STRUCTURES:**

Where structural steel, ornamental iron and metal in buildings, bridges, and other structures is altered, repaired, moved, dismantled, and/or re-erected by any method or means all work in connection therewith shall be performed by Iron Workers.

**E. EQUIPMENT REMOVAL PILING,
FALSE WORK, RIGS, ETC.**

The erection, dismantling of all false work, pulling of piling, taking down derricks, travelers and all rigging used in the erection or dismantling of any and all steel work shall be done by Iron Workers.

F. WRECKING AND/OR DEMOLITION:

Where structural steel on buildings, bridges, and other structures is dismantled and demolished and power equipment (derricks, cranes, rigging, etc.) is used in the dismantling of the structural steel, the handling and loading of same shall be done by Iron Workers.

**G. PRECAST, PRESTRESSED, REINFORCED CONCRETE,
STRUCTURAL MEMBERS FOR BUILDINGS,
BRIDGES AND OTHER STRUCTURES:**

Where precast, prestressed, reinforced concrete

structural members, columns, beams, girders, slabs, or roof-tees are used in the construction of buildings, bridges and other structures and power equipment such as derricks, cranes, jacks, and/or rigging is used, the work of loading, unloading, moving and placing to complete erection shall be performed by Iron Workers. All job pre-stressing and post tensioning of concrete and concrete structures shall be done by the Iron Worker.

H. REINFORCING ASSIGNMENT:

(1) All material used to reinforce concrete shall be assigned to Iron Workers represented by Local Union No. 3.

(2) Iron Workers shall be employed in all work in connection with field fabrication, handling, racking, sorting, cutting, bending, hoisting, placing, burning, welding and tying of all materials used to reinforce concrete construction. Miscellaneous loading and unloading of rods, by hand can be performed by the available work force of the General Contractor if no Iron Workers are available on the job site.

(3) On all projects all reinforcing shall be assembled on the job site. Pre-assembled reinforcing, mats, beams, columns, etc. (with the exception of heavy spiral columns and caissons or highway mesh which is impractical to assemble) will not be accepted on the job site if previously tied or welded by anyone other than an Iron Worker.

(4) Iron Workers will be used to lay wire mesh and paperback steeltex and all other material when used to reinforce concrete on all types of building and other construction work. The pulling or raising of wire mesh shall be performed by the Iron Worker.

Under no circumstances shall a Contractor require an Iron Worker to perform this work (mesh) with another craftsman.

(5) Post tension cable used to reinforce concrete slabs on grade, structural slabs and beams shall be the work of the Iron Worker including unloading, laying out the stressing anchors, attaching the anchors to the forms, stressing and cutting the cable to complete the procedure.

I. CURTAIN WALL:

Installation of curtain wall, including all of its components and accessories whether metal and/or composite including glass and glazing used in the installation of curtain wall and window wall, shall be performed by the Iron Worker.

SECTION 2

Sheeting — Unloading

A. Employers may use Apprentices to unload, carry to building site and hoist corrugated or other types of sheeting to the place where Journeymen and/or Apprentice Iron Workers will install the same.

SECTION 3

Demolition Clause

A. Upon notification to the Business Representative, demolition work may be performed under the terms of any applicable NEA Agreement in effect at the time between the National Erectors Association and the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers with the exception of Article XIV covering travel pay and subsistence.

SECTION 4

Pouring Concrete

When it becomes necessary to straighten, tie, add or adjust rods during a concrete pour, the Iron Worker will perform these duties. Under no circumstances will an Iron Worker be a stand-by man on concrete pours unless requested by the Employer.

SECTION 5

Penalty

A. Any Employer installing material used for reinforcing concrete with employees other than Iron Workers shall pay to an Iron Worker capable of performing the work, an amount equal to the Iron Worker hourly rate for the number of hours actually consumed on such installation. Such payment shall be made upon agreement of the parties (Employer and Union) or as part of any decision arrived at through the grievance procedure.

B. When an authorized Company representative requests men for the work described above, and the Union is unable to furnish men, the above paragraph does not apply.

SECTION 6

Jurisdiction of Local Union Territory

A. The jurisdiction of this Local Union shall extend half-way to the nearest outside Local Union of the International Association of Bridge, Structural and Ornamental Iron Workers.

SECTION 7

Territory

A. The territory covered by this Agreement shall be the territorial jurisdiction of Local Union No. 3 which consists of the Counties of Allegheny, Fayette, Westmoreland, Cambria, Indiana, Armstrong, Butler, and portions of Beaver, Clarion, Washington, and Greene.

B. When work is performed in accordance with Pennsylvania Act No. 442 which provides for the establishment of prevailing wages to be applied on all public work performed by or for the Commonwealth of Pennsylvania, and such work is performed in the aforementioned counties, all such work will be performed under the jurisdiction and conditions of this Contract by members of Iron Workers Local Union No. 3.

SECTION 8

Subcontractors

No Employer shall subcontract or assign any of the Field Construction work as covered by the Green Book Decisions of Record, International Agreements, Committee Understandings, Trade Practice of Work performed historically by the present Ironworker Employers Association members, which is to be performed at a job site to any contractor, subcontractor or other person or party who does not comply with all the terms of this Agreement and does not stipulate in writing compliance to the applicable Fringe Benefit Funds and the Trust Agreement or Agreements covering same.

SECTION 9

Letters

A. It is agreed that all Contractors who are parties to this Agreement and employ Iron Workers in the jurisdiction of Local Union No. 3, will furnish Local Union No. 3 with signed letters on the letter-head of the Employer stating that they have employed Iron Workers on any particular phase of work and paid the negotiated scale of wages on any and all jobs which the Employer has performed with Iron Workers within a reasonable period upon receipt of written request.

ARTICLE III
Wages, Working Hours,
Job Conditions

SECTION I
Wage Rate

A. Effective June 1, 2003 and October 1, 2003; the following minimum hourly wage rates shall apply to the classification as indicated:

	JUNE 1, 2003	OCTOBER 1, 2003
IRON WORKER	\$27.82 per hour	\$27.22 per hour
PRE-CAST IRON WORKER	\$27.82 per hour	\$27.22 per hour
FENCE ERECTOR	\$27.82 per hour	\$27.22 per hour
PRE ENGINEERED BUILDING ERECTOR	\$27.82 per hour	\$27.22 per hour
DEMOLITION IRON WORKER	\$27.82 per hour	\$27.22 per hour
SHEETER	\$27.82 per hour	\$27.22 per hour
DOOR ERECTOR	\$27.82 per hour	\$27.22 per hour
RESIDENTIAL IRON WORKER	\$27.82 per hour	\$27.22 per hour
ORNAMENTAL FINISHER	\$27.82 per hour	\$27.22 per hour
RODMAN	\$27.82 per hour	\$27.22 per hour

B. The Iron Worker Foreman shall be paid One Dollar and Twenty-Five Cents (\$1.25) above the wage scale and the Iron Worker General Foreman shall be paid Two Dollars and Fifty Cents (\$2.50) above the wage scale.

C. The Iron Worker responsible for the installation of sheeting shall receive Foreman's wages. All other members of the crew will receive Journeyman Rate or Apprentice rate as the case may indicate. All drilling and installation of fasteners shall receive Iron Worker's wages.

D. Effective June 1, 2004 an Additional One Dollar (\$1.00) will be paid into the Iron Worker's wages, and effective June 1, 2005, an additional One Dollar (\$1.00) will be paid into the Iron Worker's wages. In the second or third year an Additional One Dollar (\$1.00) will be used to fund health care cost increases and I.M.P.A.C.T. only.

SECTION 2

Work Hours Per Day

A. Eight (8) hours shall constitute a day's work from Monday through Friday, inclusive. The Employer shall have the option to schedule a work day consisting of eight (8) consecutive hours exclusive of one-half ($\frac{1}{2}$) hour unpaid lunch, between 7 a.m. and 5: 30 p.m. Once a starting time is established, it will remain the same for the duration of the job, unless changed by mutual agreement between the Company and the Business Representative. Four tens (4-10's) may be worked upon mutual agreement between the Business Representative and the Employer.

B. Where unusual circumstances exist, starting time for straight time may be changed by mutual agreement between the Business Representative and the Company Representative on a straight time basis.

C. Adequate time shall be allowed all employees to pick up tools, change clothes and be off Company property by quitting time. Adequate time shall mean the time required for any individual moving at a normal pace to put away tools, change clothes and walk or be driven off Company property by quitting time.

SECTION 3

Holidays and Overtime

A. All overtime, Monday through Saturday, shall be at time and one-half ($1\frac{1}{2}$). Sundays and holidays shall be at double time. Good Friday and Veteran's Day will comply with the Industry.

Holidays:

New Year's Day

Good Friday

Memorial Day

July 4th

Labor Day

Thanksgiving Day

Veteran's Day

(observed the day after Thanksgiving)

Christmas Day

B. Any of the aforementioned holidays which occur on a Sunday shall be observed the following Monday.

C. When work is performed through the designated lunch break, on pulling mesh only, employees must be permitted their lunch break within one (1)

hour. Otherwise the Employer will be required to pay premium time and give the employee a lunch break of one-half ($\frac{1}{2}$) hour for work performed through the standard lunch break. On all other work, except pulling mesh, the appropriate premium time rate of wages shall be paid for work performed through the designated lunch, plus an additional one-half ($\frac{1}{2}$) hour to eat lunch for work performed through the standard lunch break.

D. Iron Workers employed on a particular work operation shall not be displaced by other men working for the same Employer when it becomes necessary to work overtime on such particular work operation. This does not apply to General Foreman or where specific skills are needed to perform a work operation.

E. When it becomes necessary to work unscheduled overtime, the Union and/or appropriate Business Agent must be notified.

SECTION 4

Reporting Time

A. When an employee is ordered by the Employer or his representative to report for work and then through no fault of the employee is not put to work, the employee shall be paid for four (4) hours at straight time. This does not apply in case of inclement weather or other cause beyond the control of the Employer.

B. When employees report for work and due to inclement weather they cannot work, two (2) hours reporting time shall be paid at the regular straight

time rate of pay, providing the employees remain on the job for two (2) hours.

The Steward representing the employees, and the Superintendent of the job or other authorized agent of the Employer, shall determine at any time during the first two (2) hours, whether or not the weather conditions are such that the work can proceed, and any employee who fails to comply with the decision reached by the two (2) aforesaid representatives shall not be entitled to reporting time.

On Saturdays, Sundays and holidays, reporting time shall be paid at the straight time rate. If the employee then starts work, he shall be paid at the appropriate overtime rate including the reporting time.

C. No foreman shall be permitted to work on a job that is shutdown for reasons of weather or safety. This does not apply in case of emergency.

D. In all cases where an Iron Worker fails to report for his work day and if another Iron Worker is required, he may be an Iron Worker on the work force of the Employer. If not available, Contractor's Representative must notify the Union Hall of Local Union No. 3 for a man. Work shall proceed pending his arrival on the job.

E. All Iron Workers working more than ten (10) hours, exclusive of lunch periods, in one (1) continuous operation, shall be given two (2) thirty (30) minute lunch periods. The first lunch period of thirty (30) minutes to be without pay and the second lunch period of thirty (30) minutes will be taken at the beginning of the eleventh (11th) hour to be paid for by the Employer on a premium basis.

There will be a thirty (30) minute lunch taken every four (4) hours thereafter, paid by the Employer on a premium basis.

F. After twelve (12) hours, lunch periods must be taken. There will be no "payments in lieu of lunch period" taken by any employee.

G. Employees shall be paid the appropriate overtime rate of wages for all actual hours worked on a second reporting time. Employees who have started work on their regular shift shall be paid a minimum of four (4) hours. Employees who have not started work on their regular shift shall be paid two (2) hours. The overtime provision does not apply when the Employer provides a minimum seven (7) hour shift break between the time the employee(s) has been instructed to stop work and the time the employee(s) commence work on the recall shift.

SECTION 5

Pay Day

A. The regular pay day will be once a week, on the job site, during working hours.

B. When pay day falls on a holiday, employees must be paid before the holiday. Employees shall be paid on the job site.

C. Once pay day is established, it will remain the same for the duration of the job.

D. If an Employer is unable to pay on the day after the established pay day by the designated quitting time, he shall be required to pay at the

double time rate of wages for each waiting hour up to a period of four (4) hours.

E. Employers may withhold where necessary a reasonable amount of wages due to enable them to prepare the payroll but not to exceed three (3) working days.

F. When employees are laid off or discharged, they shall be paid in full on the job site no later than one-half ($\frac{1}{2}$) hour before the regular quitting time. When employees quit of their own accord, they shall wait until the regular pay day for the wages due them. Layoff checks will include all wages due for scheduled work. Unscheduled overtime worked on the day of the layoff can be mailed the next regular business day.

G. Arrangements will be made, if possible and necessary, to assist Iron Workers in cashing payroll checks.

H. When an employee leaves a job of his own accord and providing he properly notifies his Employer, his pay must be mailed to his residence no later than one (1) day after the regular pay day.

I. No employee shall be laid off by phone message or any other means of communication, but shall be laid off at the job site, unless job is completed.

J. Accompanying each payment of wages shall be a separate statement identifying the Employer with his business address, showing the total earnings, the amount of each deduction, the purpose thereof, and net earnings.

K. In the event that a Contractor shall issue checks which are returned for lack of sufficient

funds for wages to employees covered by this Contract, said Employer shall reimburse employees a minimum of eight (8) additional hours at straight time. Such Employer shall be required thereafter to pay wages in cash only.

L. Starting date of the job is defined as the first day on which any member of Local No. 3 starts at the site.

SECTION 6

Shift Work

A. When two (2) shifts are employed, the first (1st) shift shall work eight (8) hours at the regular rate of pay; the second (2nd) shift shall work seven and one-half (7½) hours for eight (8) hours pay at regular rate of pay. When three (3) shifts are employed, the first (1st) shift shall work eight (8) hours at the regular rate per hour for each hour worked; the second (2nd) shift shall work seven and one-half (7½) hours for eight (8) hours pay at the regular straight time ratio of pay; the third (3rd) shift shall work seven (7) hours for eight (8) hours pay at regular straight time rate of wages. On all shift work performed on Saturday, Sunday, or holidays, the appropriate overtime rate shall start with the beginning of the first (1st) or "Morning" shift. Not more than one (1) shift shall be allowed on a job of less than five (5) days' duration except in case of an emergency which shall be decided by the General Executive Board. Employees working the second (2nd) shift shall receive a twenty-five cents (25¢) per hour shift premium and employees working the third (3rd) shift shall receive a fifty cents (50¢) per hour shift premium.

B. Notwithstanding the contents of the above paragraph, the General Executive Board, in special instances and cases, may determine that the contents of the above paragraph shall not apply and in such cases may specially provide for shift work and payment for such shift work.

SECTION 7

Foreman

A. When only one (1) man is employed on the job and he is required to utilize blueprints for his work, he shall receive Foreman's wages.

B. When two (2) or more employees are employed, one (1) shall be selected by the Employer to act as Foreman and receive a Foreman's wages and the Foreman is the only representative of the Employer who shall issue instructions to the workmen.

C. A Foreman supervising less than four (4) men shall be paid for actual hours worked.

D. A Foreman supervising four (4) or more Journeymen shall be employed on a straight time basis, except at the start or finish of his employment. This shall include holidays and days observed as such when they occur during the regular work week. This does not apply where a Foreman takes time off for his own reason or purposes.

E. At no time shall a Foreman have supervision over more than eight (8) Journeymen. At no time shall a Foreman on Ornamental or Finishing work have supervision over more than twelve (12) Journeymen. A Welding Outfit or a Burning Outfit shall

be counted as one (1) man and the crew size will increase proportionately.

F. A Foreman with four (4) or more men shall not work as part of a gang. Each additional Foreman must reach a ratio of four (4) Iron Workers to one (1) Foreman before any additional Foremen are hired. On Ornamental or Finishing work a Foreman with six (6) or more men shall not work as part of a gang. Each additional Foreman must reach a ratio of six (6) Iron Workers to one (1) Foreman before any additional Foremen are hired. This paragraph will not be construed to mean any Foreman aiding a man to properly perform his work.

G. When installing material used for reinforcing concrete, and, when installing decking, the Iron Worker Foreman shall be allowed to work as part of the gang, regardless of the size of the crew.

SECTION 8

General Foreman

A. General Foreman shall be employed on each job employing three (3) Foremen and they shall have supervision over the Foremen and shall be available on the job at all times. The same conditions governing straight time pay as authorized Foremen of this Agreement shall apply to General Foremen.

B. When six (6) Sheeting Gangs are employed on any one (1) job, a non-working Foreman will be employed and will receive General Foreman wages.

SECTION 9

Travel Zones

A. Iron Workers ordered for work on the day prior to starting work (7 a.m. to 3 p.m.) must report to the job site prepared to start work at the designated starting time.

Iron Workers ordered for work on the same day of employment shall be permitted one (1) hour to reach the job sites in Zones I and II and one and one-half (1½) hours to reach the job site in Zone III.

B. The Travel Zones of reimbursement shall apply:

ZONE I — Allegheny County plus the area south of Allegheny County defined by I-79, I-70, and I-76, plus all work on the right of way of I-79 and I-76 in this area.

ZONE II — Work on the right of way of I-70, plus the Counties of Beaver, Washington, Westmoreland, Armstrong and Butler (except those areas bounded by I-79, I-70 and I-76 as noted above).

ZONE III — The Counties of Greene, Fayette, Cambria, Indiana and Clarion. (*See map in Centerfold.*)

C. When an Iron Worker is required to travel from one job to another in the course of any one (1) work day, prevailing wages will be paid while in transit.

D. If a job is on a county line, and the building permit is issued for more than one (1) county, the entire job will be in the higher zone.

E. When employees are required to report at the shop, the Employer will pay all travel reimbursement from the shop to the job. Such travel reimbursement shall be paid weekly on the regular pay day (and regardless of how transportation is furnished, travel reimbursement will be paid.)

SECTION 10

Wash Up Time

A. When wash up facilities are available, and employees have been working in excessively dirty conditions, they shall be given adequate wash up time prior to quitting time.

SECTION 11

Coffee Break

A brief coffee period shall be permitted at the work station between 8:30 a.m. and 10:00 a.m., without a general work stoppage.

SECTION 12

Drinking Water and Ice

A. The Employer shall furnish suitable drinking water and paper drinking cups at all times.

B. Ice water shall be furnished during the months of May through September.

SECTION 13

Clothes Room and Heat

A. Each job of sufficient size and length to justify same, shall be provided with a shed or room for the employees to change their clothes and keep their tools.

B. Adequate heating facilities shall be provided in the clothes room from October 1st through May 1st.

SECTION 14

Brass Checks

A. No employees shall be required to pick up or deposit brass checks for timekeeping purposes except for plant security reasons.

SECTION 15

Work Limitation and Piece Work

A. There shall be no limitation placed on the amount of work to be performed by any workman during working hours. Iron Worker employees will not contract, subcontract, work piece work, or work for less than the scale of wages established by the Agreement. The Employers agree not to offer and/or to pay, and the Iron Worker employees will not accept a bonus based on specific performance of any individual job.

SECTION 16

Double Jobs

A. No Iron Worker will be permitted to receive wages for more than one (1) job at the same time.

SECTION 17

General Working Rules

A. The General Working Rules of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers are hereby made part of this Agreement as though set forth in length.

SECTION 18

Make Up Day

When installing material used for reinforcing concrete, the Iron Workers agree to utilize a make up day when four (4) or more hours are lost Monday through Friday due only to inclement weather. All Saturday work must be scheduled for a minimum of eight (8) hours. All hours worked in excess of forty (40) hours in a work week or eight (8) hours each day shall be paid at the appropriate overtime rate. If any employee cannot work no punitive action shall be taken by the Employer. Employees hired Monday through Friday who do not lose any time from the day of their initial hire until Saturday shall receive the appropriate overtime rate of wages for Saturday if scheduled. Holidays occurring Monday through Friday shall be considered as a day worked when part of the make up day agreement.

ARTICLE IV
Fringe Benefits,
Payroll Deductions

SECTION I
Fringe Benefit Option

A. The Union shall have the option of using all or any part of any future wage increase for improvement of or payment of costs of the following fringe benefits: Welfare Fund, Pension Fund, Savings Fund, Eye Care, Dental Plan, Hearing Plan, and any legal Profit Sharing any other legal fringe benefit mutually agreed upon, provided that the Union gives the Employer written notice of its election to do so by registered letter sent to the offices of the Ironworker Employers Association, forty-five (45) days before the effective date of the scheduled increase, specifying in said notice the amount of the increase to be applied for this purpose and the fringe benefit for which the money is to be used.

B. The movement of designated contributions from fund to fund or from fund to wages shall be subject to the following restrictions:

1. There shall be no movement of funds or contributions allocated to the Pension Fund.
2. For all other funds, the request to divert contributions from a fund must be from the Joint Employer and Union Trustees of the fund.
3. The revision of such contributions must be

mutually agreed between the Ironworker Employers Association and the Union, and must be within the following guidelines:

- a) The revision will not increase the total wage and fringe package negotiated.
- b) The revision will not increase the total Employer costs (i.e., taxes, insurance, etc.)

SECTION 2

Fringe Benefits

A. Welfare Plan:

(1) (a) Effective June 1, 2003, all Employers agree to pay to the Trustees of the Iron Workers Welfare Plan of Western Pennsylvania, the sum of Four Dollars and Fifty-Nine Cents (\$4.59) for each hour paid to all Iron Workers covered by this Agreement. Effective October 1, 2003, this rate increases to Five Dollars and Nineteen Cents (\$5.19) per hour.

(2) A copy of the Agreement and Declaration of Trust creating said Iron Workers Welfare Plan of Western Pennsylvania and providing for its operation is made a part hereto.

(3) It is understood and agreed that contributions to the Fund are subject to approval by the Bureau of Internal Revenue.

(4) Hours paid shall be construed to mean that the Employer shall pay the specified amount for each straight time hour and, double the specified amount for each double time hour paid; time and

one-half (1½) the specified amount for each time and one-half (1½) hour paid.

(5) In the event a State of National Health Insurance Law becomes effective under which the parties to this Agreement are required or chosen to participate, both parties agree to meet and discuss appropriate courses of action regarding continuation of all, none, or part of the then existing Welfare Plan. In such discussion, the parties shall consider the benefits provided under the existing plan and the costs thereof; the benefits of the State and Federal Insurance Program and the cost thereof; the methods of financing such State or Federal Program including Employer payments, employee payments, taxes, and various combinations thereof.

In the event the parties cannot resolve this issue the matter shall be decided by an independent arbitrator who shall be limited to deciding the "equity" of the question including what portion, if any, of the existing plan should be continued and what portion of the Welfare payment should be returned to the employee and the Employer for financing such State or National Health Insurance Program.

(6) It is mutually understood and agreed that the contributions set forth in this Section shall be applicable to the benefits presently provided by the Iron Worker Welfare Plan of Western Pennsylvania, its trust and amendments. No portion or portions of benefits paid hereunder shall be construed to be, or shall be apportioned to any Health Maintenance Organization, said Health Maintenance Organization option being expressly bargained away in lieu of the present benefits paid under the Iron Worker Welfare Plan of Western Pennsylvania.

B. Pension Plan:

(1) In addition to the payment set forth for the Welfare Plan and effective June 1, 2003 all Employers shall pay to the Trustees of the Iron Workers Pension Plan of Western Pennsylvania the sum of Three Dollars and Eighty-Seven Cents (\$3.87) per hour for each hour paid by all Iron Workers covered by this Agreement.

(2) A copy of the Agreement and Declaration of Trust creating said Iron Workers Pension Plan of Western Pennsylvania and providing for its operation, shall be made a part hereof.

(3) It is understood and agreed that contributions to the Pension Fund are subject to approval by the Bureau of Internal Revenue.

(4) Hours paid shall be construed to mean that the Employer shall pay the specified amount for each straight time hour and double the specified amount for each double time hour paid; time and one-half ($1\frac{1}{2}$) the specified amount for each time and one-half ($1\frac{1}{2}$) hour paid.

(5) The Employer and the Union hereby agree that should a delinquency arise as a result of an Employer's failure to make contributions to the various funds or inaccurately recorded information resulting in a delinquency to the various plans and funds established by the Iron Worker Welfare Plan, Pension Plan of Western Pennsylvania and the Iron Workers Local No. 3 Profit Sharing Plan, as set forth in the Trust Agreement thereto incorporated herein by reference as though fully set forth in this Collective Bargaining Agreement, the Trustees of said funds are authorized to collect said delinquen-

cies and, if they deem it appropriate, to collect the liquidated damages in the amounts set forth in the Trust Agreement, as well as auditing fees and costs relating thereto. The said Trustees are also authorized to collect attorneys' fees and related costs insofar as any action that need be taken in any court of appropriate jurisdiction in order to effect said collection.

C. Iron Workers Local No. 3 Profit Sharing Plan:

(1) In addition to the payment set forth for the Welfare Plan and effective June 1, 2003, all Employers shall pay to the Trustees of the Iron Workers Local No. 3 Profit Sharing Plan Dollars Four (\$4.00) per hour to all Iron Workers covered by this Agreement.

(2) A copy of the Agreement and Declaration of Trust creating said Iron Workers Local No. 3 Profit Sharing Plan and providing for its operation, shall be made a part hereof.

(3) It is understood and agreed that contributions to the Profit Sharing Plan are subject to approval by the Bureau of Internal Revenue.

(4) Hours paid shall be construed to mean that the Employer shall pay the specified amount for each straight time hour and, double the specified amount for each double time hour paid; time and one-half ($1\frac{1}{2}$) the specified amount for each time and one-half ($1\frac{1}{2}$) hour paid.

D. Industry Advancement Fund:

1. The Employer agrees to conduct programs of Industry, Education, Training, Research and Promotion, such programs serving to expand the market

for the services of the Iron Worker Industry, and improve the technical and business skills of Employers. Effective June 1, 2003, the Employer shall effectuate these programs by paying to the Ironworker Employers Association of Western Pennsylvania, Sixteen Cents (16¢) per hour for each hour paid to all Iron Workers covered by this Agreement.

(2) It is understood and agreed that the funds raised under the Industry Advancement Fund shall not be used for lobbying or sponsoring any legislation detrimental to the Union nor any such funds be pro-rated to an individual Employer during a strike or lockout. In no instance shall any of the foregoing funds be used for advertising or propaganda against the Union. Payment shall be made monthly on or prior to the fifteenth (15th) day of the succeeding month, and shall be accompanied by such transmittal as the Association shall determine.

E. Working Assessment:

(1) The Employer will deduct from the pay of each Iron Worker covered by this Agreement, five percent (5%) per hour assessment on gross income.

(2) This assessment will be collected weekly and paid monthly to the Iron Workers of Western Pennsylvania Deposit Fund.

(3) If the Union changes the amount of Working Assessment, a notification by registered mail will be submitted in writing sixty (60) days prior to date of change.

F. Savings Fund:

(1) The Ironworker Employers Association and Local Union No. 3 agree to continue the Savings Fund started on June 1, 1964.

(2) One Dollar and Twenty-Eight Cents (\$1.28) per hour will be deducted from the pay of all Iron Workers covered by this Agreement and paid in accordance with Supplementary Agreement and payroll deduction procedures attached hereto.

(3) The Union agrees to obtain signatures from each member on an Agreement Card, authorizing the Employer to withhold monies for Assessment and Savings Funds listed in the two (2) Funds and to furnish a copy of said cards to any Employer requiring them.

(4) Local Union No. 3 agrees that the additional costs incurred by the "Iron Workers of Western Pennsylvania Deposit Fund" for handling the collection of the Savings Fund and Working Assessment will be reimbursed by Local Union No. 3 by the method of a deduction from the Assessment Fund collection, in an amount agreed upon by all the Trustees of the Welfare and Pension Fund.

G. Supplemental Agreement to Savings Fund:

(1) In accordance with the prior wage agreement, all Iron Workers covered by the Agreement are to have One Dollar and Twenty-Eight Cents (\$1.28) per hour for each hour paid and Two Dollars and Fifty-Six Cents (\$2.56) per hour for all double time overtime hours, and One Dollar and Ninety-Two Cents (\$1.92) per hour for all time and one-half (1½) overtime hours of their pay, withheld by the Employers for eventual credit to the Iron Workers Federal Credit Union, Form No. 20 (remittance report), concerning Employer contributions to the Iron Workers Welfare Plan, Pension Plan, and Employers Industry Fund, has been modified to include the

dollar amount to be credited to each Individual's Savings Account. This new form has an additional copy which will be forwarded, along with other copies, to the Iron Workers Deposit Fund of Local Union No. 3. The accompanying check made payable to: "Iron Workers of Western Pennsylvania Deposit Fund," should include savings deposits, as well as all other withheld or contributed funds.

H. Payroll Deductions:

(1) Upon receipt of Form No. 20 (remittance report), deposit tickets, or cards, Iron Workers Deposit Fund will forward these items plus a covering check to the bank of Local Union No. 3's choice or the Iron Workers Federal Credit Union for credit to the individual Iron Workers Savings Account.

(2) The Employer shall make all legal payroll withholdings for income tax, social security, unemployment insurance, etc., from the total of wages, including savings allowance, and shall then withhold the full amount of the savings allowance for transmittal on a monthly basis to the Iron Workers of Western Pennsylvania Deposit Fund.

The Employer shall note the weekly amount which is withheld for savings allowances on the check stub or pay envelope of the employee, along with the notation in connection with the withholding tax and social security.

SECTION 3

Supplemental Provisions

A. Remittance Reports:

The Employer shall prepare and submit to the administrative office of the Plans a monthly (or weekly if required) remittance report (either Form 20 as amended, or an equivalent approved by the Trustees of the Welfare and Pension Plans) plus a covering check for monies payable to the "Iron Workers of Western Pennsylvania Deposit Fund." Such report and payment for monies must be actually received by the Plan Office by the fifteenth (15th) day of the month following the month for which the report and payment have been made, or by each Friday following the pay period ending date, when weekly monies are required by this Agreement. The Employer certifies the truth and accuracy of all information contained in all remittance reports which the Employer submits. As used in this Agreement the term "monies" shall include all Employer deductions for the working assessment, development and savings fund.

B. Audits:

The Trustees of the Plans or their designated agents or employees shall have the right, but not the duty, of conducting periodic audits of any Employer's records to determine compliance with this Agreement. The Employer shall promptly furnish to such persons upon request, all payroll, tax, employment and other pertinent records as may be deemed necessary or advisable by the Trustees in connection with the proper administration of the Plans. In the event that an audit discloses principal

net delinquencies in excess of ten percent (10%) of the total principal contributions for the audit period, then the Employer shall pay all reasonable auditing expenses and costs of said audit to the Plans.

C. Delinquent Contributions:

In the event an Employer is delinquent in paying any contribution or other monies to the Plans, the Employer shall be obligated to pay to the Plans, in addition to the principal contributions required by this Agreement, the following:

Interest on the amount of delinquent contributions equal to the greater of:

(a) the rate of one and one-quarter percent (1 $\frac{1}{4}$ %) per month; or

(b) the rate prescribed under the Internal Revenue Code (26 U.S.C. S6621), as amended, such interest to accrue until paid regardless of whether judgment has been entered against the Employer, and Liquidated Damages in an amount prescribed by the Board of Trustees of the Welfare Fund, Pension Fund, and Iron Workers Local Union No. 3 Profit Sharing. Interest, liquidated damages, and attorney's fees on all such delinquencies in the amounts prescribed in the Pension, Welfare and Profit Sharing Agreements, as amended, shall also apply to the Savings, Apprenticeship Training and Journeyman Retraining Fund, Industry Advancement and Development Funds and to Working Assessment.

D. Authorization For Payroll Deductions:

The Union agrees to obtain from each Iron Worker signed cards authorizing the Employer to

deduct said monies for the Assessment and Savings Funds. The parties to this Agreement designate the custodian of such cards the Plan Manager of the Funds who shall furnish upon request to Employer or the Union copies of such cards.

E. Arbitration and Grievance Procedures:

Disputes concerning wages or nonpayment by an Employer to any fringe benefit fund or other plan listed in this Agreement are not subject to the arbitration and grievance procedures contained in Article VIII, Section 1, of this Agreement, and the Union expressly reserves the right to picket, strike or refuse to provide Iron Workers regarding these specified areas of dispute.

SECTION 4

Security for Payment

A. Any Employer hiring Iron Workers who has not employed Iron Workers in the jurisdiction of Local Union No. 3 in the past twelve (12) months, or who has been delinquent in any payment to the Funds in the past twelve (12) months, at the discretion of the Local Union Business Representative, shall satisfy one (1) or more of the following conditions:

1. Employer will post a surety bond of \$20,000 with the Trustees of the Funds to guarantee payment of monies due under the terms of this Agreement.
2. Employer will deposit \$20,000 in cash with the Funds which shall be held in escrow for

one (1) year or until all work within this jurisdiction is completed and no delinquency to the Funds has accrued. The Fund shall be entitled to retain as an administrative expense any income derived from the use of such escrow. If Employer incurs a delinquency during the year, the cash deposit shall be retained by the Funds as liquidated damages.

3. Employer shall fill out and submit with payment a remittance form bi-weekly for a monies due under the terms of this Agreement.
4. Before beginning any jobs, the Employer shall have signed by the general contractor or owner on the job, a letter guaranteeing payment to the Funds of all monies due under the terms of this Agreement. The form letter will be supplied by Local Union No. 3.

B. In the event the Employer does not fully satisfy the conditions of this Section, the Business Representative may take any action deemed necessary, including refusal to supply Iron Workers to such Employer.

C. Employer acknowledges that it has an obligation to make payments to the Funds on behalf of all its employees performing work under this Agreement irrespective of whether such employees are members of Local Union No. 3.

ARTICLE V
Apprenticeship
and Journeyman Training

SECTION 1
Apprentice Wage Rates

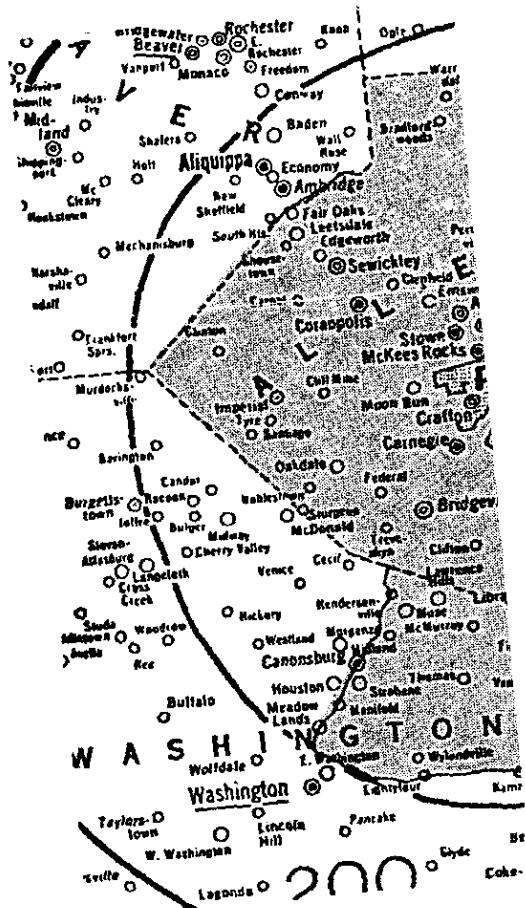
A. Apprentices shall be paid no less than the following minimum percentages of the applicable Journeyman Rate plus 100% of Journeyman Fringe Benefits.

0	—	700 hours	—	55% of Journeyman Rate
700	—	1400 hours	—	60% of Journeyman Rate
1400	—	2800 hours	—	65% of Journeyman Rate
2800	—	4200 Hours	—	75% of Journeyman Rate
4200 and up		—	90% of Journeyman Rate

*The Apprentice Rates will be applied from 100%
of the Journeyman Iron Workers' Rate,
no matter what type of work,
as identified in the working agreement.*

SECTION 2
***Joint Apprenticeship Training and
Journeyman Retraining Committee***

A. The parties signatory hereto agree to continue a Joint Apprenticeship Committee in accordance with the provisions of the Iron Workers "Apprenticeship and Training Standards" as contained in Article XXIII of the International Constitution.



Said committee shall formulate and operate an Apprenticeship Program in the local area in conformity with said standards.

B. The parties signatory hereto agree that said committee shall formulate and operate in conjunction with apprenticeship training, a journeyman retraining program in the local area and henceforth be so named "The Joint Apprenticeship and Journeyman Retraining Committee."

SECTION 3

Apprentices

A. Ratio of Apprentices:

- 1 Apprentice — 4 Journeymen on Structural
- 1 Apprentice — 4 Journeymen on Rods
- 1 Apprentice — 1 Journeyman on Ornamental
- 1 Apprentice — 1 Journeyman on Fence

B. Assignment of Apprentices shall be as follows:

1. **First Year Apprentices — (0-700 hours)** — shall be assigned to "Apprentice Duties." This shall include but not be limited to loading, unloading and distribution of tools and materials, making bolts, pulling sheets, etc. After performing all Apprenticeship duties, the first year Apprentice (700 hours) can perform Journeyman duties under the constant supervision of a Journeyman, except in a Raising Gang.
2. Upon completion of an Apprentice's first 700 hours, he may be assigned to a gang full time while under the constant supervision of

a Journeyman and be permitted to perform any work normally assigned to his craft which is within the capability of the individual.

C. When available after four (4) Journeymen Iron Workers are working on the job, the next man hired may be an Apprentice on Structural Work. After four (4) men, an Apprentice may be hired on Rod work; and after one (1) man, an Apprentice may be hired on Ornamental work. The second (2nd) man hired on Fence may be an Apprentice.

D. The Apprentice to Journeyman ratio and/or wage scale or percentages may be different from the ratio and/or wage scale or percentages specified herein to the extent provided, permitted or required by an applicable *International or project agreement*. The ratio and/or wage scale or percentages provided in such agreement shall be applicable in accordance with such agreement when certified by either the International Union or the applicable Local Union.

SECTION 4

Apprentice Training and Journeyman Retraining Fund

A. The Ironworker Employers Association hereby agrees to continue the program of apprentice training initiated August 1, 1955 and the program of Journeyman Retraining initiated June 1, 1991, each Employer agrees to pay Thirty-Five Cents (35¢) per hour for each hour paid to Iron Worker employees covered by this Agreement. Monies so allocated shall be deposited in a separate fund en-

titled "Iron Workers Apprenticeship Training and Journeyman Retraining Fund" by the Iron Workers Deposit Fund which shall be used for the training and education of apprentices and journeymen, the establishment and maintenance of an apprenticeship and journeyman training school; for payment of tuition for apprentices and journeymen at a technical school; OSHA Ten Hour Safety Course; to furnish and supply facilities, tools, equipment and text books and other material and supplies for the training of apprentices and journeymen. An apprentice coordinator plus all expenses incurred in the training of apprentices and journeymen will be paid from said Fund.

B. The monies allocated to the Iron Workers Apprenticeship Training and Journeyman Retraining Fund shall be jointly administered by an equal number of Employer and Employee Trustees under a separate Trust Agreement.

C. In the first year of this agreement (effective June 1, 2003) a contribution of Ten Cents (\$.10) per hour will be made to the Iron Worker-Management Progressive Action Cooperative Trust (I.M.P.A.C.T.). Future payments of an equal amount from both the Contractors and the Union will occur in the second (2nd) and third (3rd) year of this Agreement.

These contributions will be subject to and entitled to the benefits of all of the provisions of the Agreement and Declaration of Trust establishing the Iron Worker-Management Progressive Action Cooperative Trust (I.M.P.A.C.T.) adopted and amended by the Board of Trustees.

ARTICLE VI

Tools and Equipment

SECTION I

Tools and Equipment To Be Furnished By Employer

A. Harnesses, belts, lanyard/s, spud wrenches and any special wrenches required to properly carry out work assignments shall be provided by the Employer on all structural jobs and on all jobs requiring same. Harnesses, belts, lanyard/s shall be the responsibility of the employee and shall be returned at the termination of employment. The overnight safekeeping shall be the Contractor's responsibility. If harnesses, belts, lanyard/s are not returned, the cost of the harnesses, belts, lanyard/s may be deducted from the employee's pay.

B. Reels for tying wire will be provided by the Employer on all jobs of five (5) days or more duration and shall be the responsibility of the employee. Reels shall be returned and the overnight safekeeping shall be the Contractor's responsibility. If reels are not returned, the cost of the reel may be deducted from employee's pay.

C. Hard hats will be furnished by the Employer. For all hard hats, the suspension issued will be new, washed, or sterilized.

D. Workmen required to work in any area where they are exposed to acids, or caustics, which would cause damage to their clothing, shoes, gloves, or tools, must be provided protective clothing and

equipment by the individual Employer. Damaged personal items must be replaced by the individual Employer. On jobs with special safety precautions for lead and other dangerous chemicals, the Employer shall allow reasonable time to wash up and change clothing and such time will not be considered part of the coffee break or lunch break.

E. An Iron Worker employed on Ornamental work shall furnish for his own use all necessary hand tools to enable him to effectively install such work. Tools broken on the job shall be replaced by the Employer. No worker shall be held responsible for the loss of tools or equipment in his charge.

F. No employee is required or allowed to furnish any electrical or power activated tools. Employees shall only be allowed to furnish necessary hand tools on all phases of work.

G. For welding overhead and vertical, welders shall be furnished suitable replacement of welding gloves. However, the welders shall furnish the first (1st) pair of welding gloves. Bibs and sleeves will be provided by the Employer for workmen using the following: innershield welding equipment, air or carbon arcing equipment, oxyarc equipment and lancing equipment.

H. If safety (steel toe or metatarsal) shoes are a condition of employment by the Owner or Contractors, the following will apply:

Steel toe shoes will be reimbursed up to a maximum One Hundred Dollars (\$100.00) The Industry Advancement Fund and the Contractor will split the cost 50/50 up to a maximum Fifty Dollars (\$50.00) each, One Hundred Dollars (\$100.00) total.

Metatarsal shoes will be reimbursed up to a maximum One Hundred Fifty Dollars (\$150.00). Reimbursement will be split with the Contractors contribution being a maximum of Fifty Dollars (\$50.00). The remaining amount up to One Hundred Dollars (\$100.00) will be paid by the Industry Advancement Fund.

In either case, this safety shoe reimbursement is limited to one (1) pair of shoes per a two (2) year period. The Employers Association will be responsible for the monitoring and recording of an accurate list of workers receiving such shoes. If the Contractor or Employer does not contribute to the Industry Advancement Fund, the Contractor or Employer will be responsible for the total cost of the shoes reimbursement up to the above stated amounts.

SECTION 2

Tool Repair

A. If field repairs of his tools are to be made, such tools shall be repaired by the Iron Worker.

SECTION 3

Tool Room Man

On all construction projects such as on power houses, dams, and all other large construction projects when other Building Trades Unions have a tool room man for care and dispensing of tools, Iron Workers Local Union No. 3 will also be entitled to

a tool room man. On projects where one (1) centralized tool room is utilized for a primary Contractor and all trades in the employ of said Contractor use said facilities, Local Union No. 3 will abide by the Contractor's assignment. This paragraph will not prejudice any past practice of Contractors presently employing tool room personnel.

ARTICLE VII

Safety and Health Provisions

SECTION 1

Safety and Health

A. In accordance with the requirements of the Occupational Safety and Health Act of 1970, it shall be the sole responsibility of the Employer to insure the safety and health of its employees. Nothing in this Agreement will make the Union liable to any employees or to any other persons in the event that injury or accident occurs.

B. The safety and health standards and rules contained herein are minimum standards and are not intended to imply that the Union objects to the establishment and imposition by the Employer of additional or more stringent rules to protect the health and safety of the employees. It shall be the sole responsibility of the Employer to insure compliance with safety and health standards and rules.

C. A qualified representative designated by the Contractor shall conduct a weekly safety meeting to

be attended by all of the Iron Workers on the job. Should the nature or size of the job warrant, multiple safety meetings may be scheduled by the Contractor, however, each employee shall be afforded the opportunity to attend one (1) such weekly meeting provided the employee was at work on the day and time that the meeting was held for the employee's particular work gang.

D. Employers shall not require Iron Workers to walk on or work from any structural steel surface that has sheer connectors or similar fixtures used in composite construction unless or until the metal deck and/or walking working surface used as a work platform has been installed.

E. When working near power lines, operations shall not be conducted closer than indicated in the tabulation below unless adequate covering or protection of such power lines is provided and a specific set of work instructions are issued by the Job Superintendent for the particular job.

Volts	Truck or Crawler Cranes	Iron Workers
300 — 8,700	15 feet from power lines	6 feet from power lines
8,700 — 15,000	15 feet from power lines	8 feet from power lines
15,000 — 35,000	15 feet from power lines	10 feet from power lines
35,000 — 50,000	20 feet from power lines	12 feet from power lines
50,000 — 100,000	20 feet from power lines	15 feet from power lines
100,000 — 132,000	20 feet from power lines	17 feet from power lines

In addition, truck or crawler cranes and any similar equipment must be provided with adequate grounding devices when working within the fifteen (15) foot limitation provided above.

F. Regardless of how a building or structure is erected a fully planked or decked floor or nets shall be maintained within two (2) stories or thirty (30) feet whichever is less, directly under any any erection bolting, riveting, or welding, except where openings are left for ladders. Iron Workers shall be required to place planking on floors.

G. Working floors upon which derricks sit shall be fully decked and/or planked and the steel member connections completed to support the intended floor loading. Temporary loads placed on a derrick floor shall be distributed over the underlying support members so as to prevent local overloading of the deck material.

H. When drilling, reaming or performing other work where electric or pneumatic power hand tools of thirteen-sixteenths inch (13/16") diameter capacity or larger are used (not including grinders) there shall be no less than two (2) Journeymen assigned to each such tool. With a Hoagan Type drill, weighing twenty-five (25) pounds or less, used in a flat position, this paragraph will not apply.

I. Properly secured, safe steel or aluminum ladders, where permissible, to extend three (3) feet above floors, to be placed after first panel has been erected on first bay and every floor thereafter.

J. Scaffolds for their exclusive use shall be erected by Iron Workers.

K. Ropes used for scaffolds and sustaining weight shall be manila at least three-quarter inch ($\frac{3}{4}$ ") of ascertained soundness and shall possess a factor of safety of at least ten (10).

L. All floats shall not be less than three feet by six feet three-quarter inches (3' x 6' x $\frac{3}{4}$ ") in size and supporting ropes shall be one inch (1") manila rope or equivalent. Safety belts must be worn at all times when working on floats.

M. Cables for scaffolds and hoists shall not be less than one-quarter inch ($\frac{1}{4}$ ") in diameter and shall possess a factor of safety of at least eight (8). When welding or burning is being performed, such cable shall be enclosed with a protective sheath, when feasible, a minimum of eight (8) feet above scaffold.

N. Toe boards, railings, stairways, open sided floors, temporary floors, platforms and runways will be constructed to meet with the OSHA standards.

O. A crane or hoist or any part thereof, including the load will not be used except as set forth in the Safety Provisions of this Agreement.

P. There shall be no less than two (2) full wraps of hoisting cable on the drums of cranes and hoists at all times of operations.

Q. The Employer and the Union agree that hard hats will be standard equipment for employment on all projects.

R. A stretcher and first aid kit approved by OSHA must be on every job.

S. Suitable methods of moving and caring for injured men shall be provided at all times during construction or demolition work.

T. Stringing of multiple pieces of iron shall be permitted under the guidelines of OSHA Standard Subpart "R".

The following rules and procedures must be adhered to when utilizing "multiple lift rigging". In addition, all current and future OSHA regulations issued, relating to "multiple lift rigging" must be strictly adhered to.

MULTIPLE LIFT RIGGING

This term would be defined to mean a rigging assembly manufactured by wire rope rigging suppliers that facilitates the attachment of up to five (5) independent loads to the hoist rigging of a crane.

MULTIPLE LIFT RIGGING PROCEDURE (MLRP)

(1) A multiple lift shall only be performed in accordance with the following:

- a multiple lift rigging assembly must be utilized;
- not more than five (5) members may be hoisted per lift;
- only structural members shall be lifted; and
- the employees engaged in multiple lifts must be trained in these procedures.

(2) Components of the multiple lift rigging assembly must be specifically designed and assembled with:

- a certified capacity for total assembly and for each individual attachment point; and
- this certification shall be based on the manufacturers' specifications with a five (5) to one (1) safety factor for all components.

(3) The total load shall not exceed:

- the rated capacity of the hoisting equipment as specified in the hoisting equipment load charts; or
- the rigging capacity as specified in the rigging rating chart.

(4) The multiple lift rigging assembly shall be rigged with the members:

- attached at their center of gravity and maintained reasonably level;
- from the top down; and
- at least seven (7) feet (2.1 m.) between members.

(5) The members on the multiple lift rigging assembly shall be set from the bottom up.

MULTIPLE LIFT RIGGING PROCEDURE

The Employer shall assure that each employee has been provided training in the following areas:

- the nature of the hazards associated with multiple lifts; and
- the proper procedure and equipment to perform multiple lifts.

U. The names, addresses and phone numbers of the nearest physicians, ambulance service, police department, fire department and Clergymen of all faiths shall be posted on every job.

V. Sanitary chemical or water closets approved by the Department of Health shall be provided on all jobs. During building operations they shall be located so that workmen are not obligated to walk more than three (3) stories either up or down.

W. When eye protection, i.e., safety glasses, goggles, face shields, or hearing protection, or respiratory protection is required, the Employer shall furnish the same. Employees must wear provided protection.

X. Adequate ventilation must be provided when welding, inner shield welding, or burning any material.

Y. On bridges being constructed over water, the Employer shall designate an Iron Worker who is a competent swimmer as a Safety Man. The Employer will furnish a boat suitable for patrolling the water area beneath the workmen. Boats must be provided with proper life saving equipment.

Z. Where substantial stairways to all floors of buildings under construction have not been completed, the Contractor or other person or persons responsible for the work being done shall provide one (1) or more cots, hammocks, or other effective means for moving or lowering injured employees without undue suffering and delay. Suitable methods of moving and caring for injured men shall be provided at all times during construction or demolition work.

AA. Stiffening and Supporting Working Load Points

Where iron is landed on the floor of any point of a structure under construction, all connections shall be fully fitted up and tightened and substantial supports provided to safely sustain such added weight.

BB. Riding The Load or Load Falls

No employee shall be permitted to ride the load or load falls.

CC. Slings

Steel cable will be used instead of chains, hemp slings or magnets. Nylon straps with a sufficient safety factor may be used in special instances where construction does not pertain to the erection of structural iron.

DD. Protection of Signal Devices

Proper practical safe housing, casing or tubes shall be provided for any and every means, method, appliance or equipment employed to transmit or give signals, directing work or operation of any and various devices in connection with work being done by Iron Workers.

EE. Elevator Shaft Protection

No Iron Worker will be permitted to work in an elevator shaft while car is in operation. The first (1st) floor beneath and the first (1st) floor above men working shall be planked safe in all elevator shafts.

FF. All bar joists shall be bolted or welded at the bearing points before the installation of decking or bridging. Also refer to SubPart "R" 1926, 757.

GG. An employee shall not wear loops of tying wire around his neck in the course of doing reinforcing work.

SECTION 2

Iron Workers Required on Guy and Stiff Leg Derricks and Cranes

A. No less than six (6) men and a Foreman shall be employed on any guy or stiff leg derrick and no less than five (5) men and a Foreman shall be employed on "favco" type cranes or any other type crane mounted on a tower used in steel erection; and on all mobile or power-operated rigs of any description no less than four (4) men and a Foreman shall be employed. A second (2nd) signal man will be used on the loading floor, whenever the operator's view is obstructed in any manner.

B. Not less than five (5) men and a Foreman shall be employed on the erection and dismantling of Tower Cranes where guy cables are required.

C. Iron Workers Local Union No. 3 recognizes International circular letter No. 742, dated April 13, 1972.

SECTION 3

Signal Man

A. When signals for cranes and derricks used on work under the jurisdiction of Local Union No. 3 are needed for reasons of safety, such signaling is to be done by the Iron Worker. Any dispute as to the work "SAFETY" if not solved by the Employer's representative and the Union Business Agent, shall be referred to the Arbitration Board.

B. When an Iron Worker is directing the movements of a crane or other rigs via hand signals, he

must have an unobstructed view of the operator, as well as, all boom, swing and load movements. In the event that a clear and complete view is not available, a second Iron Worker signal man shall be utilized.

C. When working on crane runways under operating conditions, rail stops, lights and flags should be placed between workmen and operating crane. If conditions do not permit such safety precautions, an Iron Worker Safety man or men will be provided to protect workmen.

SECTION 4

Cutting and Welding Outfits

A. When cutting is being performed, two (2) men shall be employed on each burning outfit, except on ground level where an Iron Worker is not exposed to falling objects or where no mechanical equipment is operational in the immediate area.

B. When one (1) or more welding outfits are used in a hazardous location, an additional Iron Worker shall be employed on each machine so used.

C. Hazardous locations shall be identified as isolated or confined spaces, structural that is uncovered above or below the welder, or where mechanical equipment is in operation in the immediate area.

SECTION 5

Injured Workmen

A. When a workman is injured to the extent of being unable to work for the balance of the day, he will be paid for the full day at his regular rate. His ability to work or not to work shall be determined by a qualified physician.

B. Workmen injured on the job who are still employed and who are advised by the attending physician to make further visits during working hours shall make such visits with no loss of wages for time spent in making such visits.

C. On jobs employing Iron Workers, the Company and Steward shall be required to notify the Union on all serious accidents.

D. Upon request of the employee, the Employer shall furnish verification that an accident report has been filed.

SECTION 6

Workers' Compensation

A. The Employer must at all times provide Workers' Compensation Insurance with additional supplementary benefits. The supplementary benefits shall not exceed Ten Thousand Dollars (\$10,000.00) maximum. Upon request of the Business Representative of the Local Union, said Employer shall furnish a statement from his insurance company, giving date of his Workers' Compensation Insurance. It is further agreed that the Employer, regardless of

the number of employees, shall cover them under the Unemployment Insurance Act of the State of Pennsylvania and shall be required to furnish to the Local Union with an Unemployment Insurance certificate.

B. If an employee covered under Workers' Compensation after ninety (90) days from the date of discharge or treatment is presented a hospital and medical bill, he shall present such delinquent notices to Employer who shall within one (1) week make whole all monies owed said doctor or hospital. When employee is reimbursed he shall reimburse Employer.

SECTION 7

Policy Regarding Illegal Drugs, Controlled Substances and Alcohol

A. Both the Union and the Employer recognize that alcoholism and drug addiction are a serious problem in modern society and agree that there is a need to develop prevention and treatment programs to deal with this problem. The parties also realize that they have a commitment to protect people and property and to provide a safe working environment. Therefore, the Union and the Employer agree to establish a drug and alcohol program.

ARTICLE VIII

Arbitration and Grievance

SECTION I

Arbitration and Grievance Procedures

A. The Association and the Union agree that they will elect an Arbitration Committee. In case of vacancy, such vacancy shall be filled by the Association or the Union, as the case may be.

B. The Arbitration Committee shall consist, of three (3) members of the Association, and three (3) members of the Union, actively identified with the Trade.

C. All disputes involving the interpretation and application of this Agreement other than those pertaining to General Wages that may arise on a job covered by this Agreement shall be handled in the following manner and there shall be no suspension of work, strike, or lockout.

The Employer and the Union recognize jurisdiction as a serious problem in the Construction Industry.

In an attempt to assure continuation of work on all projects, in the event of a jurisdictional dispute, the Employer agrees to abide by any agreement between the disputing parties at a local level. Those parties failing to reach an agreement, the Employer will abide by any agreement reached between the International Union Representatives. Should the International Representatives fail to reach an agree-

ment, the Employer will assign the disputed work based on Green Book Decisions of Record and past or present Decisions of Record between the contesting Unions, or based on agreements recognized by the AFL-CIO Building Trades Department. If there are no agreements of record, the Employer will assign the work based on area practice or Trade practice.

The Union agrees not to institute work stoppages due to jurisdiction disputes. The Employer recognizes the work jurisdiction as listed in Article II, Section 1, as being claimed by the Iron Workers and will assign work in accordance with Article 11, Section 1.

The Employer insures and defines trade autonomy as set forth in the Constitution of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers. The Iron Worker employees governed by this Contract shall perform, but shall not be limited to the work that is historically performed by Iron Workers. The Employer further agrees that he shall accept and abide by the written recognized Agreements of the Iron Workers District Council of Eastern Ohio, Western Pennsylvania and Northern West Virginia and the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers with other Building Trades Unions.

The Employer agrees that on projects covered by this Contract, work assignments by the Employer and his subcontractors shall be governed by the work jurisdictional Article II, Section 1.

STEP 1:

The matter shall be initially handled between representatives of the Local Union and the Company representative. If the matters cannot be settled within two (2) working days, it shall be reduced to writing and submitted to Step 2.

STEP 2:

The Executive Director of the Ironworker Employers Association and/or his representative, will act as media to the parties involved in the Step 2 process. It is agreed and understood by the parties that the Executive Director will not be acting as an agent for the Employer/s. He will meet with the Employer and the Business Representative of the Local union and/or their representatives within nine (9) working days of receipt of the written grievance. If no agreement is reached, the matter shall be referred to the Joint Arbitration Committee upon request of either party. Said meeting shall be within five (5) working days. If no decision is reached, the matter shall be referred to the Joint Arbitration Committee and an impartial arbitrator who shall be selected by the Union and the Association. If the parties are unable to select an impartial arbitrator within two (2) working days, they shall immediately request a panel of arbitrators from the Federal Mediation and Conciliation Service and the parties shall strike names alternately from such panel until one (1) name remains and he shall be the impartial arbitrator.

STEP 3:

The Joint Arbitration Committee and/or the impartial arbitrator shall meet and hear the case and

shall reduce to writing their decisions within twenty (20) calendar days.

D. The Arbitration Committee and/or the impartial arbitrator are vested by the parties with all the powers in law and equity to interpret and enforce the provisions of this Agreement and to issue remedial orders and impose such damages for breaches of this Agreement, as is deemed appropriate to the circumstances, except that the Arbitration Committee shall be limited to the imposition of damages to a maximum of One Thousand Dollars (\$1,000.00). If the damages claimed exceed One Thousand Dollars (\$1,000.00) then it shall be left to the impartial arbitrator to set the appropriate remedy.

Any decision reached by the parties or made by the Committee and/or the impartial arbitrator shall be final and binding on all the parties.

E. The expense and/or cost of the impartial arbitrator shall be borne equally by the Contractors and the Union unless otherwise decided upon.

F. No decision shall add to, modify or otherwise change the terms, provisions and language of this Agreement.

G. Any grievance must be submitted within seven (7) working days of the events giving rise to the grievance. If such grievance is not reduced to writing and submitted in that time period, the grievance will be dropped.

H. All Independent Subscribing Employers agree to be bound by the arbitration procedures as set forth herein.

I. In the event that one (1) party should refuse or fail to appoint arbitrators, or should take any action to prevent arbitration or should fail or refuse to comply with the decision within three (3) days after its receipt, the party in default shall be subject to whatever remedies may be available to the party not in default and the provisions of Paragraph "J" of this Section shall not be binding upon the faultless party, provided, however, that this Section shall not be applicable to violations of Article II, Section 8, of this Agreement.

J. There shall be no strikes, lockouts, cessations of work or slowdown for any cause and all work shall continue pending a final decision pursuant to the provisions of this Article.

ARTICLE IX

Union Representation

SECTION I

Union Representative

A. The Business Representative of the Union shall have access to all jobs during working hours, but he shall not interfere with the progress of the work.

SECTION 2

Job Steward

A. There shall be a Steward on each job who shall be appointed by the Business Agent. He shall

keep a record of workers laid off and discharged and take up all grievances on the job and try to have same adjusted, and in the event he cannot adjust them he must promptly report that fact to the Business Agent who shall report same to the proper officer of the Union so that efforts can be made to adjust any matter without a stoppage of work. He shall see that the provisions of these Working Rules are complied with and report to the Union the true condition and facts. The Steward shall promptly take care of injured workers and accompany them to their homes or to a hospital, as the case may require, and report the injury to the proper officers of the Union. The Steward will be paid to the end of the shift in the event work is discontinued during his absence, the Steward will be paid to the time of his arrival back on the job not to exceed the hours of the scheduled shift. The Steward shall not have authority to cause a work stoppage on any job of a fair Employer. A Steward failing to fulfill his duties shall be subject to censure by his Union and also subject to a penalty upon conviction on charges provided for in the International Constitution.

B. The Employer agrees that the Job Steward will not be discharged until after proper notification has been given to the Union and, further, when employees are laid off the job, the Steward will be the last man laid off providing he is capable of performing the work in question.

C. Any Iron Worker to be employed must be signed up with the Employer prior to going to work.

SECTION 3

Job Notification

A. Contractors before starting work with Iron Workers shall notify the Local Union of the name and location of the project the preceding calendar day.

IN WITNESS WHEREOF, this Agreement has been executed by the parties herein as of the date and year first above written, in the City of Pittsburgh, Commonwealth of Pennsylvania.

FOR THE EMPLOYER

TOM DUGAN

Chairman

LANCE ABATE

Co-Chairman

BILL LIGETTI

Executive Director

FRANK ALTAVILLA

GORDON KIDD

DENNIS HARMON

DAVID HENDRICK

RUBBIE GREENWALD

FRANK LAGONI

JOHN CERCIELLO

BILL TRAUTERMAN

**FOR IRON WORKERS
LOCAL UNION No. 3**

SCOTT MALLEY
President – Co-Chairman

PATRICK McGURK
Business Manager – Co-Chairman

HANK FOLEY
Business Agent

LAWRENCE COLLINS
Financial Secretary-Treasurer

DICK PASTORIUS
Vice President

JIM McGURGAN
Recording Secretary

MO McKITTRICK

TOM MELCHER

MARK THOMAS

JIM HULL

PAT McCAY

STATEMENT OF UNDERSTANDING

It is hereby understood that as a vehicle of good relationship between the Ironworker Employers Association of Western Pennsylvania, Inc., and Iron Workers Local Union No. 3, this Bargaining Agreement will be reviewed but not re-opened every six (6) months by a select committee of the Association and the Union concerning the past progress, successes or failures of the Contract as written.

IRON WORKERS AGREEMENT

Entered into Between

LOCAL UNION No. 3

**of the International Association of Bridge,
Structural, Ornamental and Reinforcing
Iron Workers of Pittsburgh, Pennsylvania**

and

THE IRONWORKER EMPLOYERS ASSOCIATION OF WESTERN PENNSYLVANIA

INCORPORATED

Heavy and Highway Division

The sections which appear in the front portion of this book are hereby made a part of this Agreement as though set forth in length. Only the sections which appear in this section "HEAVY AND HIGHWAY" are different and apply only to this Agreement.

Effective: JUNE 1, 2003 to MAY 31, 2006

HEAVY AND HIGHWAY DIVISION

ARTICLE I

SECTION I *Agreement*

A. This Agreement is entered into this June 1, 2003, by and between the IRONWORKER EMPLOYERS ASSOCIATION OF WESTERN PENNSYLVANIA and LOCAL UNION No. 3 of the Iron Workers District Council of Eastern Ohio, Western Pennsylvania and Northern West Virginia of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers of Pittsburgh, Pennsylvania, who are hereby recognized each by the other as the bonafide collective bargaining agents for their respective members.

B. This Agreement is negotiated by the Ironworker Employers Association acting as agent, only for Building Industry Members who are Bargaining Unit Members and other employers who have granted their bargaining rights to the Ironworker Employers Association of Western Pennsylvania, hereinafter referred to as Employer(s). For any breach of this Agreement, the liability of the Employer shall be several, not joint, and the liability of the Association shall be only that of negotiating agent acting without liability for the acts of its individual members. It is specifically agreed by the

Union that no grievance or lawsuits will be filed against the Ironworker Employers Association of Western Pennsylvania resulting from the alleged failure of any individual Employer to comply with the terms of this Agreement. However, nothing will prevent the Union from taking appropriate action, grievance, or lawsuit against the Employers Association if the Employers Association violates the Collective Bargaining Agreement, Federal, State or Local Law.

C. It is mutually understood and agreed that no liability shall arise on the part of the Union by reason of an unauthorized act by an Iron Worker or member of said Union, unless and until such unauthorized act is brought to the attention of the Union and they have been given a reasonable opportunity to correct said act or ratify same.

D. It is mutually agreed that all the sections which appear in the front portion of this book are hereby made a part of this Agreement as though set forth in length. Only the sections which appear in this section "Heavy and Highway" are different and apply only to this Agreement and the scope of work contained herein.

ARTICLE II

SECTION 1

Craft Jurisdiction

A. It is agreed that the jurisdiction of work covered by the Agreement is that provided for in the charter grant issued by the American Federation of Labor to the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers.

SECTION 2

Material, Sorting, Distribution, and Storable Points

The sorting, distributing, and handling of all materials coming under the jurisdictional claims of the Union in or about the job, or at storage points, shall be done by Iron Workers.

SECTION 3

Reinforcing Assignment

A. All reinforcing work installed on bridge decks, bridge piers, water treatment plants, sewage treatment plants, pump or transfer stations, suspended approach ramps, retaining walls, tunnels, locks, dams, and heavy and highway fence erection, and including any other reinforcing work deemed Heavy and Highway shall be assigned to Iron Workers represented by Iron Workers Local Union No. 3.

B. Iron Workers shall be employed in all work in connection with field fabrication, handling, rack-ing, sorting, cutting, bending, hoisting, placing, burning, welding and tying of all materials used to reinforce concrete construction. Miscellaneous loading and unloading of rods by hand can be performed by the available work force of the General Contractor if no Iron Workers are available on the job site.

C. Iron Workers will be used to lay wire mesh and to reinforce concrete. The pulling and raising of wire mesh shall be performed by the Iron Worker.

Under no circumstances shall a Contractor require an Iron Worker to perform this work (mesh) with another craftsman.

D. Post tension cable used to reinforce concrete slabs on grade, structural slabs and beams shall be the work of the iron worker including unloading, laying out the stressing anchors, attaching the anchors to the forms, stressing and cutting the cable to complete the procedure.

ARTICLE III

SECTION I

Wage Rates

A. Effective June 1, 2003, the following minimum hourly wage rates shall apply to Iron Worker Rodman employed under the terms of this Agreement:

	Per Hour
CLASSIFICATION	
Iron Worker Rodman	
Journeyman and/or Apprentice	\$21.29
Iron Worker Fence Erector	
Journeyman and/or Apprentice	\$21.29

FRINGE BENEFITS

Welfare Fund	\$ 5.19
Pension Fund	\$ 3.87

EMPLOYEE PAYROLL DEDUCTIONS

Savings Fund	\$1.28 per hour
Working Assessment	5% on gross income

Iron Worker Foreman receives One Dollar and Twenty-Five Cents (\$1.25) above scale; Iron Worker General Foreman receives Two Dollars and Fifty Cents (\$2.50) above scale.

B. All information pertaining to Welfare, Pension, Working Assessment, Savings Fund and Security for

Payment can be found in the front part of this book in Article IV, Section 2 (Fringe Benefits), paragraphs C, D, E and F. Security for Payment will be found in Article III, Section 4 (Security for Payment).

C. The Iron Worker Foreman shall be allowed to work as part of the gang regardless of the size of the crew.

SECTION 2

Pay Day

A. The regular pay day shall be once a week on during regular working hours on the job site.

B. If an Employer is unable to pay on Friday by *the designated quitting time he shall be required to pay at the double time rate of wages for each waiting hour up to a period of four (4) hours.*

C. Employers may withhold where necessary a reasonable amount of wages due to enable them to prepare the payroll, but not to exceed five (5) working days.

In the second (2nd) or third (3rd) year of this agreement a maximum floating One Dollar (\$1.00) total will apply. This One Dollar (\$1.00) can only be used for health care cost increases. If additional monies are needed they will be deducted from wages.

D. When employees are laid off, or discharged, they shall be paid in full in cash or other legal tender *no later than one-half (1/2) hour before the regu-*

lar quitting time and if required to go to some other point or to the office of the Employer, the employees shall be paid for the time required to go to such places. When employees quit of their own accord, they shall wait until the regular pay day for the wages due them.

E. All Employers shall pay in cash on Friday except Employers who are members of the Iron-worker Employers Association or other Employers who have established their credit standing to the satisfaction of Local Union No. 3 on a fair and equitable basis.

SECTION 3

Reporting Time

A. When employees report for work and due to inclement weather they cannot work, two (2) hours reporting time shall be paid at the regular straight time rate of pay, providing the employees remain on the job for two (2) hours. The Steward representing the employees and the Superintendent of the job, or other authorized agent of the Employer, shall determine at any time during the first two (2) hours, whether or not the weather conditions are such that the work can proceed and any employee who fails to comply with the decision reached by the two (2) aforesaid representatives shall not be entitled to reporting time. On Saturdays, Sundays and holidays, reporting time shall be paid at the straight time rate. If the employee then starts work, he shall be paid at the appropriate rate including the reporting time.

SECTION 4

Make Up Day

A. The Iron Workers agree to utilize a make up day when four (4) or more hours are lost Monday through Friday, due only to inclement weather. All Saturday work must be scheduled for a minimum of eight (8) hours. All hours worked in excess of forty (40) hours in a work week or eight (8) hours each day shall be paid at the appropriate overtime rate. If any employee cannot work, no punitive action shall be taken by the Employer. Employees hired Monday through Friday who do not lose any time from the day of their initial hire until Saturday shall receive the appropriate overtime rate of wages for Saturday, if scheduled. Holidays occurring Monday through Friday shall be considered as a day worked when part of the make up day agreement.

ARTICLE IV

SECTION 1

Project Tracking

(Letter of Understanding)

A. All Employers utilizing this Heavy and Highway Section, agree to abide by the Letter of Understanding regarding tracking of projects. This is to be done by contacting the Executive Director of the Ironworker Employers Association.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date and year first above written, in the City of Pittsburgh, Commonwealth of Pennsylvania.

FOR THE EMPLOYER

FRANK ALTAVILLA

Chairman

WILLIAM LIGETTI

Executive Director

**FOR IRON WORKERS LOCAL
UNION No. 3**

SCOTT MALLEY
President, Co-Chairman

PATRICK McGURK
Business Manager, Co-Chairman

HANK FOLEY
Business Agent

LARRY COLLINS
Financial Secretary-Treasurer

DICK PASTORIUS
Vice President

JAMES McGURGAN
Recording Secretary

MO McKITTRICK

TOM MELCHER

MARK THOMAS

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